

Denise Dennis
c/o (216 Whiteheaven Circle)
Fort Washington, Maryland, By [20744]

↑
IN THE CIRCUIT COURT OF PRINCE GEORGES COUNTY STATE OF MARYLAND

Denise Dennis,
Plaintiff,

vs.

BANK OF AMERICA, N.A.
c/o Corporate Secretary at Bank of America
Corporation et.al.
NC1-002-29-01
101 South Tryon Street
Charlotte, North Carolina 28255
And John Doe 1 through 100 e.t.a.l.,
Independently
Defendant,

Case No.

File No. BANK OF AMERICA, N.A. e.t.a.l.

Re: Original Account # 68511013228999

PLAINTIFF'S PETITION FOR INJUNCTIVE AND
OTHER RELIEF AND FOR COURT TO COMPEL
DEFENDANT TO PRODUCE AND COMPLY
WITH PLAINTIFF'S DEMANDS

CAE10-18674
FILED

JUN 16 2010

CLERK OF THE CIRCUIT COURT
FOR PRINCE GEORGES COUNTY, MD.

**PLAINTIFF'S PETITION FOR INJUNCTIVE AND OTHER RELIEF AND FOR COURT TO
COMPEL DEFENDANT TO PRODUCE AND COMPLY WITH PLAINTIFF'S DEMANDS**

COMES NOW, Plaintiff, Denise Dennis, a sentient woman, the Sovereign spoken of in Yick Wo vs. Hopkins, in a special limited appearance in this court of record, demanding jury trial, pursuant to fact, Statute, the Constitution for the United States, the Constitution for Maryland, the Uniform Commercial Code (UCC) 3-601, 3-602, 3-603, 3-604, 3-605, the Fair Debt Collections Practices Act (FDCPA) 15 U.S.C. §§ 1601, 1692 et seq, the alleged contract (the alleged loan agreement), and all applicable law in all applicable jurisdictions, only to under penalty of perjury and with full commercial liability:

1. demand injunctive relief and/ or other relief which will effectively stop (Status Quo) any and all of Defendant's collection activities, including foreclosure sale, until Defendant has validated and produced and complied with Plaintiff's "Nice Offer and Demands" (EXHIBIT O);
2. report that Defendant is in dishonor and has committed crimes and violations against Plaintiff.
3. **I SWEAR TO THIS AFFIDAVIT OF TRUTH & STATEMENT OF PROBABLE CAUSE**
 - (1) This Court has the responsibility to assure itself that Defendant has standing to foreclose.
 - (2) Defendant intends to unlawfully sold/sell Plaintiff's property at foreclosure sale on TBD, 2010.
 - (3) For any Judge in any jurisdiction to allow Defendant to collect and/or foreclose without first validating and producing pursuant to EXHIBIT X and EXHIBIT O constitutes violation of 18 USC 3,4, 1001, and applicable law by the Judge.

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EXHIBIT

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- (4) **BAR WEB SITE:**... "this Court has the responsibility to assure itself that the foreclosure plaintiffs have standing and that subject-matter-jurisdiction requirements are met at the time the complaint is filed. Even without the concerns raised by the documents the plaintiffs have filed, there is reason to question the existence of standing and the jurisdictional amount". <http://www.abanet.org/rpte/publications/ereport/2008/3/Ohioforeclosures.pdf>
- (5) On the 12 day of April, 2010, Plaintiff mailed via certified mail a "nice offer and demands" (EXHIBIT O) to Defendant requesting and demanding Defendant to validate the purported debt is valid and that purported debt does not constitute fraud and produce "the original file" pursuant to EXHIBIT O and applicable law.
- (6) On the 15 day of April, 2010, Defendant received EXHIBIT O.
- (7) Defendant has to date knowingly failed and refused Plaintiff's offer to satisfy purported debt as stipulated by law and stated in Plaintiff's "Nice Offer and Demands". (EXHIBIT O)
- (8) Defendant has to date knowingly failed to comply with Plaintiff's demands to produce as stipulated by law and in Plaintiff's "Nice Offer and Demands" to Defendant. (EXHIBIT O)
- (9) Defendant must, by law, validate and Produce pursuant to EXHIBIT O and EXHIBIT X and applicable law in order to have the legal right to collect and/or foreclose.
- (10) Defendant can not legally collect nor foreclose on Plaintiff's property without Defendant first validating and producing pursuant to EXHIBIT O and EXHIBIT X.
- (11) Furthermore, Defendant must validate and produce as demanded by law because DEFENDANT CLAIMS THAT PLAINTIFF HAS A CONTRACTUAL OBLIGATION TO DEFENDANT and is therefore trying to unlawfully "sell" Plaintiff's property at foreclosure without validating and producing as demanded by law.
- (12) Defendant claims that Plaintiff owes a debt to Defendant which Plaintiff has disputed and challenged. This is contract law (Admiralty, gold fringe flag on the ship) and therefore full disclosure from both parties is mandatory or the contract is ultra vires (void since inception). To date, Defendant refuses to comply with the law by validating and producing pursuant to applicable law. If Defendant claims that there is a contractual obligation between Plaintiff and Defendant through an alleged contract referred to as "the loan agreement" or "promissory note", then Defendant has (pursuant to contract law and common sense) the contractual obligation to produce and disclose and comply according to Plaintiff's "Nice Offer and Demands" (EXHIBIT O). Alternatively, If Defendant refuses to validate and produce then Defendant claims that Defendant has no contractual obligation to produce and/ or disclose and / or comply according to Plaintiff's "Nice Offer and Demands" (EXHIBIT O), then Defendant has established that there is no contractual obligation between Plaintiff and Defendant. If there is no contractual obligation between Plaintiff and Defendant, Defendant has no legal right to continue any collection activities, including foreclosure, against Plaintiff. Defendant's refusal to comply may prove fault and fraud? The alleged "loan" has been denied and disputed by Plaintiff and it is up to defendant to validate his/her/their claim(s).
- (13) According to fact and applicable law (See EXHIBITS X & O), it is beyond controversy that pursuant to *fact, the Constitution for the United States, the Constitution for Maryland, the Uniform Commercial Code (UCC) 3-601, 3-602, 3-603, 3-604, 3-605, the Fair Debt Collections Practices Act (FDCPA) 15 U.S.C. §§ 1601, 1692 et seq, the alleged contract between Plaintiff and Defendant (the alleged loan agreement), the Statutes, and all applicable law*, Defendant has no claim unless Defendant validates such claim by producing

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between Plaintiff and Defendant (the alleged loan agreement), the Statutes, and all applicable law, Defendant has no claim unless Defendant validates such claim by producing pursuant to EXHIBIT O. And, if Defendant fails to validate his/her/their claim(s) pursuant to EXHIBIT O, that Defendant has admitted by acquiescence and in all other means that Defendant can not prove nor validate his/her/their claim and right to collect and foreclose.

(14) Absent validation of Defendant's claims and production of "the entire file", Defendant's answers to Plaintiff's questions / demands, and Defendant's rebuttal to Plaintiff's statements point by point as demanded in EXHIBIT O and EXHIBIT X, the court must remind Defendant that, from the day defendant received EXHIBIT O and until the Day Defendant produces and validates pursuant to the law in EXHIBIT O, Defendant is:

- 1) prohibited by law to file any notice of lien and/or levy until the purported debt is validated and Defendant has validated and produced pursuant to EXHIBIT O and proven by EXHIBIT X;
- 2) prohibited by law to report any derogatory credit information to any Credit Reporting Agency until the purported debt is validated and Defendant has validated and produced pursuant to EXHIBIT O and as demanded by the law in EXHIBIT X;
- 3) prohibited by law to continue with any collections and/or foreclosure activities regarding this disputed purported debt and stop and cancel the foreclosure sale scheduled for TBD until the purported debt is validated and Defendant has satisfactory produced and validated purported debt does not constitute fraud pursuant to EXHIBIT O and EXHIBIT X and applicable law (see EXHIBIT X & O).

(15) Defendant has been duly noticed: "*Your silence is your acquiescence*". See: Connally v. General Construction Co., 269 U.S. 385,391. Notification of legal responsibility is "*the first essential of due process of law*". See also: U.S. V. Tweel, 550 F.2d.297. "*Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading*", however, Defendant remains silent and refuses to produce and validate their claims and has no legal right to proceed with collection activities (including foreclosure) against Plaintiff.

THEREFORE

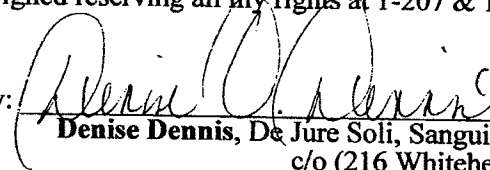
Plaintiff hereby respectfully requests and demands the court to:

1. immediately award injunctive relief which will effectively stop (Status Quo) the attempted foreclosure sale of Plaintiff's property located at 216 Whiteheaven Circle, Fort Washington, Maryland, By [20744] which is scheduled to be sold at foreclosure sale by Defendant on TBD until Defendant has complied with Plaintiff's Petition and with the lawful demands in EXHIBIT O.
2. immediately award injunctive relief and/ or other relief which will effectively stop (Status Quo) any and all of Defendant's collection activities against Plaintiff, including foreclosure, until Plaintiff has exercised and is properly given a trial by jury in all matters of fact.
3. compel Defendant to produce and to comply and to disclose according to Plaintiff's "Nice Offer and Demands" (EXHIBIT O) within 10 days and if Defendant refuses, fails, and/or is unable to produce the original documents (the file) pursuant to EXHIBIT O, for defendant to give Plaintiff a valid and enforceable "Full Deed of Release" on any Mortgage, Deed of Trust, or any type of lien Defendant has against Plaintiff's Property.

Date: 3rd Day of June 2010

Without prejudice - All rights reserved. | Signed reserving all my rights at 1-207 & 1-308

Affiant, by:



Denise Dennis, De Jure Soli, Sanguinis, Coronea
c/o (216 Whiteheaven Circle)
Fort Washington, Maryland, By [20744]

WITNESS

On this day came before me the Affiant a living flesh and blood human to oath and attest and affirm the signature is true, complete, and correct on the foregoing affidavit. Denise Dennis the undersigned, who is personally known by me or upon proper oath and identification, personally came before me, the subscriber, a notary public in and for the County of Maryland and the State of Maryland, and Duly Affirmed the truth of the foregoing Affidavit in my presence. The Affiant also acknowledged the signing thereof to be her own voluntary act and deed. Signing the within instrument in my presence and for the purpose therein stated.

Signed this day 3rd, of June, 2010 at _____

My commission expires on: My Commission Expires November 21, 2012

By [Signature]
seal: _____